

Rodney S. Woodbury, Esq.  
 Nevada Bar No. 7216  
**WOODBURY LAW**  
 50 S. Stephanie Street, Suite 201  
 Henderson, Nevada 89012  
 Telephone (702) 933-0777  
 Facsimile (702) 933-0778  
 rod@woodbury-law.com

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

WOODBURY LAW, LTD., a Nevada  
 professional corporation,

Plaintiff,

vs.

BANK OF AMERICA, NATIONAL  
 ASSOCIATION, a national banking  
 association; BANK OF NEW YORK  
 MELLON CORPORATION, a Delaware  
 corporation; BAC HOME LOANS  
 SERVICING, LP, a Texas limited  
 partnership; THE CERTIFICATEHOLDERS  
 CWALT, INC. ALTERNATIVE LOAN  
 TRUST 2005-59 MORTGAGE PASS-  
 THROUGH CERTIFICATES, SERIES  
 2005-59, an entity; ALTERNATIVE LOAN  
 TRUST 2005-59 MORTGAGE PASS-  
 THROUGH CERTIFICATES, SERIES  
 2005-59, an entity; NATIONAL DEFAULT  
 SERVICING CORPORATION, an Arizona  
 corporation; SELECT PORTFOLIO  
 SERVICING, INC., a Utah corporation;  
 ANDREW S. LAI, an individual; DOES 1-  
 100; ROE ENTITIES 1-100.

Defendants.

Case No. 2:15-cv-02247

**STATUS REPORT**

**WOODBURY LAW**  
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Pursuant to the Court's Order for Status Report dated June 30, 2017 (ECF No. 62), Plaintiff  
 WOODBURY LAW, LTD. ("Plaintiff"), by and through its undersigned counsel, hereby files this  
 report regarding Plaintiff and Defendants BANK OF NEW YORK MELON, fka THE BANK OF  
 NEW YORK, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE ALTERNATE LOAN  
 TRUST 20059, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-59 (erroneously

1 named as Bank of New York Mellon Corporation, a Delaware Corporation and The  
2 Certificateholders CWALT, Inc. Alternative Loan Trust 2005-59 Mortgage Pass-Through  
3 Certificates, Series, 2005-59, an entity), NATIONAL DEFAULT SERVICING CORPORATION,  
4 and SELECT PORTFOLIO SERVICING, INC.'s (collectively, "Defendants") efforts to resolve  
5 their respective claims and counterclaims against each other through settlement.

6 Plaintiff and Defendants filed their Notice of Settlement on August 8, 2016 (ECF No. 50).  
7 Plaintiff and Defendants have since been negotiating the terms of their settlement in good faith.  
8 After exchanging multiple drafts, Plaintiff and Defendants agreed on the form and content of their  
9 settlement agreement and release of all claims in or about March 2017. Accordingly, Plaintiff  
10 signed and forwarded its counterpart of the settlement agreement to Defendants' counsel on or  
11 about March 17, 2017 and advised the Court that Defendants and their counsel would require  
12 additional time to obtain final corporate approvals and signatures. (See ECF No. 56.)

13 Unfortunately, over the ensuing weeks, Defendants were unable to secure corporate  
14 approvals and, at the insistence of their new loan servicer, ultimately requested additional revisions  
15 to the settlement and release language. On or about June 14, 2017, Plaintiff and Defendants'  
16 counsel appeared to have reached agreement again on mutually acceptable revisions, and Plaintiff  
17 thereupon signed the revised settlement and release agreement. However, Defendants' counsel  
18 then requested that Plaintiff hold off on delivery of the same while, upon information and belief,  
19 Defendants' counsel sought to obtain final corporate approvals and signatures. (See ECF No. 60.)

20 On or about July 20, 2017, Defendants' counsel notified Plaintiff that Defendants had, in  
21 fact, approved the revised settlement and release agreement and that they were in the process of  
22 securing signatures from the remaining Defendants. However, on or about August 2, 2017,  
23 Defendants' counsel informed Plaintiff that one of the Defendants had asked them to clarify who  
24 would be making the settlement payment. Consequently, Defendants' counsel requested that  
25 Plaintiff hold off on delivering its signed counterpart of the settlement agreement and indicated that  
26 yet another revised version would shortly be provided reflecting precisely who would be making  
27 payment.

28 Therefore, the parties must once more respectfully request additional time to consummate

1 their settlement and dismiss the instant action. After a revised settlement agreement is circulated  
2 by Defendants' counsel and approved and signed by all parties, and after the settlement  
3 consideration is paid, the parties will file with the Court all documents necessary to dismiss their  
4 respective claims against each other.

5 Accordingly, Plaintiff respectfully requests additional time for these settlement steps to  
6 occur.

7 DATED this 18th day of August, 2017.

8 */s/ Rodney S. Woodbury*

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11 Rodney S. Woodbury, Esq.  
12 WOODBURY LAW, LTD.  
13 50 S. Stephanie Street, Suite 201  
14 Henderson, NV 89012  
15 *Attorneys for Plaintiff*  
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